



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

RFP NO. B1Z04000
TITLE: Uniforms: State Parks
ISSUE DATE: 06/14/04

REQ: NR 780 47153000026
BUYER: Rachel Dietzel
PHONE NO.: (573) 522-3296
E-MAIL: rachel.dietzel@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 07/14/04 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN PROPOSAL TO: **DPMM** or **DPMM**
P O BOX 809 **301 WEST HIGH ST, RM 630**
JEFFERSON CITY MO 65102-0809 **JEFFERSON CITY MO 65101**

CONTRACT PERIOD: Date of Award Through One Year

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

**Department of Natural Resources
Division of State Parks
Various Locations throughout Missouri**

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 05/03/04). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	
COMPANY NAME			
MAILING ADDRESS			
CITY, STATE, ZIP			
FEDERAL EMPLOYER ID NO.		SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE.	
PHONE NO.	FAX NO.	E-MAIL ADDRESS	

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:			
CONTRACT NO.		VENDOR NO.	CONTRACT PERIOD
BUYER	DATE	DIRECTOR	

1. INTRODUCTION

1.1 Purpose:

- 1.1.1 This document constitutes a Request for Proposal (RFP) which solicits competitive bids to establish a contract for the purchase of uniform apparel on an as needed, if needed basis, for the Missouri Department of Natural Resources, Division of State Parks (hereafter referred to as *state agency*) in accordance with the requirements and provisions stated herein.
- 1.1.2 The established contract shall include Centralized Uniform Procurement (CUP) management services.
- 1.1.3 The contractor shall be responsible for the manufacturing, sourcing (providing items other than those manufactured by the contractor), quality assurance, warehousing, and distribution of all uniform components identified. The contractor shall also be responsible for an automated uniform allotment system that is compatible with the state agency's accounting and tracking systems. The contractor shall establish billing and tracking accounts, and manage employee uniform records based on information and periodic updates supplied by the state agency.

1.2 Public Record Search and Retrieval System:

- 1.2.1 Both the current contract C100185001 and the previous procurement documentation B1Z00185 may be viewed and printed from the Division of Purchasing & Materials Management's **Public Record Search and Retrieval System** located on the Internet at www.oa.mo.gov/purch/purch.htm.

1.3 Background:

- 1.3.1 The Department of Natural Resources' park system's uniforms demonstrate staff presence and visibility in parks and historic sites. In addition, the uniform image signals a level of expertise, skill and knowledge to the public. The state agency desires to continue its commitment toward a high quality uniform program. The uniform program is designed to identify employees as state park professionals in public environments, and to provide appropriate and safe uniforms for operational and managerial activities.
- 1.3.2 The state agency currently provides uniforms for classified employees (this includes park rangers and several miscellaneous groups). In addition to these employees, the state agency provides partial uniforms for seasonal employees and volunteers on a year-round basis. The standard operating procedure for seasonal and volunteer labor uniforms involves recycling coordination (previously used uniforms are stored and distributed through the state agency's central warehouse) from year-to-year, supplemented by occasional unit purchases. Items have been stored at various locations including the facility or a more centralized storage area (central warehouse or district offices). The state agency expects a certain degree of this uniform recycling to continue for non-salaried staff.
- 1.3.3 Seasonal employees conducting nature walks, programs, and interpretive tours (seasonal naturalists) have traditionally received parts of the semi-dress uniform to wear. Their seasonal uniform program is somewhat unique in that traditionally, they are provided a uniform that is more complete than other seasonal employees. In fact, uniforms for seasonal naturalists have been partially funded and coordinated at the program level using a mix of program funds and uniform recycling. In general, this has assured a "special look" for this seasonal employee group, allowing a quick response to fitting needs and assisting in keeping annual costs at a minimum.

1.4 Pre-Proposal Conference:

- 1.4.1 A pre-proposal conference regarding this RFP will be held on Tuesday, June 22, 2004 at 9:00 a.m. CST, in Room 630 (conference room 1) of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.
- 1.4.2 All potential offerors are encouraged to attend the pre-proposal conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.4.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.
- 1.4.4 Mail/Fax Questions: Offerors are encouraged to mail, e-mail, or fax their questions regarding the RFP prior to the pre-proposal conference (no later than 12 noon [central time]) on Tuesday, June 1, 2004 to: Rachel Dietzel, Buyer, Division of Purchasing and Materials Management (DPMM), 301 West High Street, Room 630, Jefferson City, MO 65101; facsimile number: (573) 526-9816.

1.5 Offeror's Contacts:

- 1.5.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. If MBE/WBE subcontracting requirements are included in the RFP, the offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

1.6 Organization:

- 1.6.1 This document is divided into the following parts:
 - a. Introduction
 - b. General Contractual Requirements
 - c. Mandatory Technical Specifications
 - d. General Performance Requirements
 - e. Offeror's Instructions and Requirements
 - f. Pricing Page
 - g. Exhibit A – Offeror's References
 - h. Exhibit B – Domestic Products Procurement Act (Buy American)
 - i. Terms and Conditions
 - j. Attachment 1 – sample catalog
 - k. Attachment 2 – sample order form
 - l. Attachment 3 – image of patch
 - m. Attachment 4 – delivery locations

2. CONTRACTUAL REQUIREMENTS

2.1 Contract:

- 2.1.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
 - b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
 - c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

2.2 Contract Period:

- 2.2.1 The original contract period shall be as stated in the RFP. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.3 Renewal Options:

- 2.3.1 If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- 2.3.2 If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.3.3 The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.4 Price:

- 2.4.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

- 2.4.2 All prices shall include all packing, handling, shipping and freight charges ***FOB Destination, Freight Prepaid and Allowed***. The State of Missouri shall not make additional payments or pay add-on charges for freight or shipping unless specifically described and priced in the proposal, or as otherwise specifically stated and allowed by the RFP.

2.5 Estimated Quantities:

- 2.5.1 The quantities indicated in this RFP are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.6 Minimum Orders:

- 2.6.1 No minimum orders shall be established for the contract on any of the items.

2.7 Liabilities:

- 2.7.1 The contractor shall agree that the State of Missouri shall not be responsible for any liability incurred by the contractor or the contractor's employees arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return, and/or installation of equipment provided by the contractor, except as otherwise provided in the contract.

2.8 Contractor Liability:

- 2.8.1 The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.8.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.8.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

2.9 Insurance:

- 2.9.1 The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

2.10 Termination:

- 2.10.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least ninety (90) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.11 Subcontractors:

- 2.11.1 Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors.

2.12 Coordination:

- 2.12.1 The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.13 Property of State:

- 2.13.1 All reports, documentation, and material developed or acquired by the contractor, as a direct requirement specified in the contract shall become the property of the State of Missouri. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

2.14 State Employee Purchases:

- 2.14.1 The contractor shall provide goods/services to state employees, at the established prices stated in the contract (plus any state and/or local taxes due for the purchases), and in accordance with the procedures established by the Division of Purchasing and Materials Management for participation in this contract. The contractor shall further understand and agree that participation by state employees is discretionary on the part of those employees, and the State of Missouri bears no financial responsibility for any payments due to the contractor by such state employee. Furthermore, the contractor has the right to refuse to provide goods/services to a state employee(s).
- 2.14.2 The State of Missouri understands and agrees that state employees who choose to participate in this contract shall not be allowed to make purchases against the contract for resale to a third party. State employees shall only be allowed to make purchases for their own state business use.

3. MANDATORY TECHNICAL SPECIFICATIONS

3.1 Trousers, Dress (poly/wool blend) (Items 001 and 002):

- 3.1.1 General Description: Dress trouser styling with pleated front, French fly, quarter top front pockets and two (2) back welt pockets.
- 3.1.2 Color: Khaki, Taupe, or equivalent.
- 3.1.3 Blend: 70% Polyester / 30% Wool.
- 3.1.4 Finish: Visa.
- 3.1.5 Waist: Waist should have a hook and eye closure at the waistband using rustproof, nickel-plated steel hardware or equivalent, inside of band to have silicone beading, or equivalent to keep shirts tucked in.
- 3.1.6 Zipper: Zipper should be a center locking front slide fastener type YKK with non-corrosive brass zipper and stop, or equivalent. Zipper tape should coordinate to shell fabric.
- 3.1.7 Front Pockets: Two (2) quarter, horizontal front pockets should be bartack reinforced at both ends and 1/2" top stitched for shape retention and tailored appearance. Pocket bags should be tandem safety needle serged with no turning and bartacked at the toe. The bottom of each pocket (approximately 2-1/2") should be coated with long wear polymer coating to reinforce the bag and increase its wear life.
- 3.1.8 Back Pockets: Two (2) back pockets should be top and bottom welt construction. The left pocket should include one (1) button [i.e., #24 ligne four (4)-hole button] and buttonhole to close the pocket. Pocket openings should be vertically bartacked to reinforce at both ends.
- 3.1.9 Crotch and Seat Assembly: Crotch and seat assembly to be joined below the fly at the intersection of the four (4) panels of the trouser. Crotch seam should be joined with a lock stitch and a 1-1/2" waist seam opening allowed for ease of alteration.
- 3.1.10 Legs: Trouser should be full for ease of movement, seams should be sewn with a locked stitch with all raw edges serge stitched, side seams should be folded to the back of the trouser and surface topstitched approximately 1/4" from the exterior fold.
- 3.1.11 Belt Loops: Belt loops should be set with a horizontal bartack at bottom and top and designed to accommodate up to a 1-1/2" belt.
- 3.1.12 Sizes: Men's sizes should run 28R through 37R and 38R through 54R (even only). Women's sizes should run 4 through 28.
- 3.1.13 Class: A/B
- 3.1.14 Reference: Edwards 2031TP (Men's) and 7031TP (Women's) or equivalent.

3.2 Trousers, Semi-Dress (poly/cotton blend) (Items 003 and 004):

- 3.2.1 General Description: Casual trouser styling with pleated front, French fly, quarter top front pockets and two (2) back welt pockets.
- 3.2.2 Color: Khaki, Taupe, or equivalent.
- 3.2.3 Blend: 65% Polyester /35% Cotton.

- 3.2.4 Weight: Approximately 7.5 oz. per square yard.
- 3.2.5 Finish: Visa.
- 3.2.6 Waist: Waist should have a hook and eye closure at the waistband using rustproof, nickel-plated steel hardware or equivalent, inside of band to have silicone beading, or equivalent to keep shirts tucked in.
- 3.2.7 Zipper: Zipper should be a center locking front slide fastener type YKK with non-corrosive brass zipper and stop, or equivalent. Zipper tape should coordinate to shell fabric.
- 3.2.8 Front Pockets: Two (2) quarter, horizontal front pockets should be bartack reinforced at both ends and 1/2" top stitched for shape retention and tailored appearance. Pocket bags should be tandem safety needle serged with no turning and bartacked at the toe. The bottom of each pocket (approximately 2-1/2") should be coated with long wear polymer coating to reinforce the bag and increase its wear life.
- 3.2.9 Back Pockets: Two (2) back pockets should be top and bottom welt construction. The left pocket should include one (1) button [i.e., #24 ligne four (4)-hole button] and buttonhole to close the pocket. Pocket openings should be vertically bartacked to reinforce at both ends.
- 3.2.10 Crotch and Seat Assembly: Crotch and seat assembly to be joined below the fly at the intersection of the four (4) panels of the trouser. Crotch seam should be joined with a lock stitch and a 1-1/2" waist seam opening allowed for ease of alteration.
- 3.2.11 Legs: Trouser should be full for ease of movement, seams should be sewn with a locked stitch with all raw edges serge stitched, side seams should be folded to the back of the trouser and surface topstitched approximately 1/4" from the exterior fold.
- 3.2.12 Belt Loops: Belt loops should be set with a horizontal bartack at bottom and top and designed to accommodate up to a 1-1/2" belt.
- 3.2.13 Sizes: Men's sizes should run 29R through 33R and 34R through 54R (even only). Women's sizes should run 6 through 26.
- 3.2.14 Class: B
- 3.2.15 Reference: Lion Apparel 0152 (Men's) and 7132 (Women's) or equivalent.

3.3 Uniform Trousers, Unpleated (Items 005 and 006)

- 3.3.1 General Description: A conventional uniform trouser with fly front, quarter top pockets and two (2) back welt pockets
- 3.3.2 Color: Khaki, Taupe, or equivalent
- 3.3.3 Blend: 65% Polyester/35% Cotton, washable
- 3.3.4 Weight: Approximately 7.5 oz. per square yard
- 3.3.5 Finish: Visa
- 3.3.6 Waist: Trousers have a hook and eye closure at the waistband using rustproof, nickel-plated steel hardware. The waistband is a two (2)-piece style that is assembled from basic fabric to finish 1-1/2".

- 3.3.7 Zipper: The center front locking slide fastener shall be a YKK, non-corrosive brass zipper and stop. Zipper tape color shall be color coordinated to shell fabric.
- 3.3.8 Pockets: Two (2) quarter top, horizontal, front pockets are bar-tack reinforced at both ends and topstitched for shape retention. Two (2) back pockets are top and bottom welt construction. The left pocket shall include a buttonhole closure.
- 3.3.9 Crotch and Seat: The trouser is assembled to form the crotch by sewing the left trouser leg together then the right trouser leg together and joining the two (2) legs by means of the crotch seam. A lock seam is used to join the crotch seam and a 1-1/2" waist seam opening is allowed for ease of alteration.
- 3.3.10 Legs: Trouser legs are full cut for ease of movement. The seams shall be sewn with a locked stitch and topstitched 1/4" from exterior fold.
- 3.3.11 Belt Loops: Belt loops are set with horizontal bar-tacks tacked at bottom and top. They will accommodate a 1-1/2" belt.
- 3.3.12 Waistband: The internal waistband shall have a silicone strip to ensure the shirt remains smoothly tucked inside.
- 3.3.13 Sizes: Men's Sizes should run 29R –33R (all sizes) 34R-54R (even sizes only). Woman's sizes should run 6-26.
- 3.3.14 Class: B
- 3.3.15 Reference: Lion Apparel 0153 (Men's) and 7133 (Women's) or equivalent.

3.4 Trousers, Work, Jean Style (Items 007 and 008):

- 3.4.1 General Description: Western style jean uniform trouser with five (5) pockets and a back yoke designed to ensure absolute consistency of construction and fit and to maximize the appearance, comfort and wear life.
- 3.4.2 Color: Dark Green or equivalent.
- 3.4.3 Blend: 65% Polyester/35% Cotton.
- 3.4.4 Weight: Approximately 10 oz. per square yard.
- 3.4.5 Finish: Soil release.
- 3.4.6 Zipper: Zipper should be a center locking front slide fastener type YKK with non-corrosive brass zipper and stop, or equivalent. Zipper tape should coordinate to shell fabric.
- 3.4.7 Pockets: There should be two (2) front scoop pockets with a coin pocket inside the right front and two (2) back spade pockets.
- 3.4.8 Waist: Waistband should close with a 5/8" metal button on front that corresponds to the buttonhole on the other side.
- 3.4.9 Crotch and Seat Assembly: Crotch and seat assembly to be joined below the fly at the intersection of the four (4) panels of the trouser and joined together with raw edges serge finished by way of a felled seam then double needle topstitched.

- 3.4.10 Legs: Trouser should be fully cut for ease of movement. The side seams should be joined together with raw edges serge finished by way of a felled seam then double needle topstitched.
- 3.4.11 Belt Loops: Belt loops (approximately 7 loops) should be set with horizontal bartacks tacked at bottom and top that will accommodate up to a 1-1/2" belt.
- 3.4.12 Sizes: Men's sizes should run 28R through 37R, 38R through 54R (even sizes only), 29L through 37L, and 38L through 46L (even sizes only). Women's sizes should run 4 through 24.
- 3.4.13 Class: C
- 3.4.14 Reference: Lion Apparel SA240 (Men's) and SA241 (Women's) or equivalent.

3.5 Trousers, Casual or Work (twill, plain front) (Items 009 and 010):

- 3.5.1 General Description: Full cut plain front uniform trouser with quarter top front pockets and two (2) back welt pockets.
- 3.5.2 Color: Dark Green or equivalent.
- 3.5.3 Blend: 65% Polyester / 35% Cotton (Twill).
- 3.5.4 Weight: Approximately 7.7 oz. per square yard.
- 3.5.5 Finish: Soil release, permanent press.
- 3.5.6 Waist: Trousers will have a hook and eye closure at the waistband using rustproof, nickel-plated steel hardware. In addition, trousers should include internal reinforcement such as 7/8" tape mounted between the plates and the body fabric to ensure extended life. Waistband should be two (2)-piece style assembled from basic fabric to finish 1-1/2" wide. The internal waistband should have silicone beading or equivalent to ensure that shirt smoothly tucked inside trouser.
- 3.5.7 Zipper: Zipper should be a center locking front slide fastener type YKK with non-corrosive brass zipper and stop, or equivalent. Zipper tape should coordinate to shell fabric.
- 3.5.8 Front Pockets: Two (2) quarter, horizontal front pockets should be bartack reinforced at both ends and 1/4" topstitched for shape retention and tailored appearance. Pocket bags should be tandem safety needle serged with no turning and bartacked at the toe. The bottom of each pocket (approximately 2-1/2") should be coated with a long wear polymer coating to reinforce the bag and increase its wear life.
- 3.5.9 Back Pockets: Two (2) back pockets should be top and bottom welt construction with the left pocket opening including a #24 ligne four (4) hole button and buttonhole to close the pocket. Pocket holes should be vertically bartacked to reinforce at both ends.
- 3.5.10 Zipper: Zipper should be a plain fly with the raw edge of the right fly folded and secured with a 1/4" edge stitch to finish seam. Right and left fly are joined together at the base of the fly and reinforced with two (2) bartacks.
- 3.5.11 Crotch and Seat Assembly: Crotch and seat assembly to be joined below the fly at the intersection of the four panels of the trouser. Crotch seam should be joined with a lock stitch and a 1-1/2" waist seam opening allowed for ease of alteration.
- 3.5.12 Legs: Trouser should be full for ease of movement, seams should be sewn with a locked stitch with all raw edges serge stitched, side seams should be folded to the back of the trouser and surface topstitched approximately 1/4" from the exterior fold.

- 3.5.13 Belt Loops: Belt loops (approximately 7 loops) should be set with horizontal bartacks tacked at bottom and top that will accommodate up to a 1-1/2" belt.
- 3.5.14 Men's sizes should run 29 through 37 and 38 through 54 (even sizes only). Women's sizes should run 4 through 26.
- 3.5.15 Class: B/C
- 3.5.16 Reference: Lion Apparel 0176 (Men's) and 7158 (Women's) or equivalent.

3.6 Skirt, Dress (poly/wool blend) (Item 011):

- 3.6.1 General Description: Dress A-line skirt with two (2) quarter slash pockets and a zipper back opening, may have pleated front.
- 3.6.2 Blend: 70% Polyester /30% Wool.
- 3.6.3 Color: Khaki, Taupe, or equivalent.
- 3.6.4 Front and Back: Front panel should be one (1)-piece with pleats or darts (if not pleated) extending down from the waistband. Back should consist of two (2) equal panels with two (2) darts extending down from the waistband. Zipper opening should be placed at center of back.
- 3.6.5 Pockets: Two (2) quarter slash front pockets should be on the front panel. The pocket opening should be approximately 6" and have 1/4" bartacks at the top and bottom of the opening. Pocket bag shall be constructed of self-fabric.
- 3.6.6 Waist: The waistband should be topstitched top and bottom and should be clean finished on the inside with no raw edges. Waistband should close with two (2) buttons matching the fabric or a comparable fastening system.
- 3.6.7 Sizes: Women's sizes should run 4 through 28.
- 3.6.8 Class: A/B
- 3.6.9 Reference: Edwards 7380TP or equivalent.

3.7 Skirt, Semi-Dress (poly/cotton blend) (Item 012):

- 3.7.1 General Description: Casual A-line skirt with two (2) quarter slash pockets and a zipper back opening may have pleated front.
- 3.7.2 Color: Khaki, Taupe, or equivalent.
- 3.7.3 Blend: 65% Polyester /35% Cotton.
- 3.7.4 Weight: Approximately 7.6 oz. per square yard.
- 3.7.5 Front and Back: Front panel should be one (1)-piece with pleats or darts (if not pleated) extending down from the waistband. Back should consist of two equal panels with two (2) darts extending down from the waistband. Zipper opening should be placed at center of back.
- 3.7.6 Pockets: Two (2)-quarter slash front pockets should be on the front panel. The pocket opening should be approximately 6" and have 1/4" bartacks at the top and bottom of the opening. Pocket bag shall be constructed of self-fabric.

3.7.7 Waist: The waistband should be topstitched top and bottom and should be clean finished on the inside with no raw edges. Waistband should close with two (2) buttons matching the fabric or a comparable fastening system.

3.7.8 Sizes: Women's sizes should run 4 through 28.

3.7.9 Class: B

3.7.10 Reference: Edwards 7345 or equivalent.

3.8 Shorts, Cotton, Khaki (Items 013 and 014):

3.8.1 Blend: 65% Polyester/ 35% Cotton

3.8.2 Weight: 7.5 oz.

3.8.3 Color: Khaki or equivalent.

3.8.4 Style: Walk shorts with four pockets and a pleated front.

3.8.5 Front: Shorts shall have a two (2)-piece front with a fly closure and a brass zipper. Each front piece shall have two (2) pleats below the waistband.

3.8.6 Pockets: There shall be two front pockets set into the side seams. Men's shorts shall have two (2) hip pockets and women's shorts shall have one hip pocket.

3.8.7 Waistband: Waistband shall be the self-fabric and shall close at the front of the shorts.

3.8.8 Inseams: Men's shorts: 8" inseam and Women's shorts: 7-1/2" inseam

3.8.9 Sizes: Men's sizes should run 28 through 54 (even waist sizes). Women's sizes should run 4 through 28 (even sizes).

3.8.10 Color: Khaki or equivalent.

3.8.11 Class: B

3.8.12 Reference: Lion Apparel SA280KH or equivalent (Men's) & SA281KH or equivalent (Women's)

3.9 Shorts, Cargo, Cotton, Green, Unisex (Item 015):

3.9.1 Fabric: 100% Cotton, 7 oz. Canvas

3.9.2 Color: Olive Green or equivalent.

3.9.3 Style: A five (5) pocket cargo short

3.9.4 Waistband: The waistband shall be the same fabric and shall be 1-3/8" wide. There shall be seven (7) belt loops. Each loop shall be bar-tacked at the top of the band and shall extend below the band to finish 2" long. Each loop shall be bar-tacked at the bottom for durability. The front of the waistband shall close with a 1/2" button on the right panel and a corresponding buttonhole on the left. The button shall be a matching color.

- 3.9.5 Front: The two (2) front panels shall be a plain front. The front will close with a brass zipper. The zipper fly shall be double stitched on both the right and left side with a bar-tack at the bottom of the fly.
- 3.9.6 Pockets: The shorts shall have five (5) pockets. There shall be two (2) slash, sideseam pockets on each front. Pocket openings shall be a minimum a 6-1/5" and shall be bar-tacked at each end. The pocket top shall be folded in and double stitched 1/4" Gage. The pocket bearer shall extend from the side seam 3" behind the front with none of the lining visible.
- a. There shall be one hidden hip pocket with a welt opening. Hip pocket shall measure 5" wide and 6" deep.
 - b. Each leg shall have an expandable, bellows type patch pocket and pocket flap, centered over the side seams. The pocket shall measure 7-1/2" wide and 6" deep and shall be attached with two (2) rows of stitching. The pocket flap shall be sewn 1/2" above the pocket. Flap shall have mitered corners and measure 7-3/4" wide and 2-3/8" high. The flap shall be double fabric and sewn with double stitching and bar-tacks on each end. Two (2) pieces of Velcro shall be located under the flap with corresponding Velcro located on the top of the pocket for a secure closure.
- 3.9.7 Seams: All seams shall be double-stitched with the exception of the inseam, which shall have safety stitching for comfort.
- 3.9.8 Hem: The bottom of the legs shall be turned and turned again to create a 1/2" sewn hem.
- 3.9.9 Labels: Labels shall be sewn into the back of the waistband to identify the care, content, and origin.
- 3.9.10 Sizes: Waist sizes should run 29 through 46.
- 3.9.11 Class: B/C
- 3.9.12 Reference: Lion Apparel SA290 or equivalent.
- 3.10 Sport Jacket, Blazer Style (Items 016 and 017):**
- 3.10.1 General Description: Two (2) button, single-breasted blazer.
- 3.10.2 Color: Hunter Green or equivalent.
- 3.10.3 Blend: 55% Dacron Polyester / 45% Worsted Fine Hopsack.
- 3.10.4 Construction: Fully lined with soft shoulder pads secured for shape retention, plain back with single center vent and 1/4" edge and pocket stitching. Bridle tape drawn for smooth fitting lapel and chest. The armholes shall be fully taped. Sleeves to be wigan enforced with cotton sleeve heads, mitered sleeve corners and a minimum 3/4" sleeve allowance for alterations. Left and right can be joined with two (2) metal buttons. Four (4) metal buttons on each sleeve.
- 3.10.5 Collar and Neckline: Under collar and top collar die cut, top collar fused for stability. Collar shape sewn in with neckline taped for consistent shape.
- 3.10.6 Pockets: Two (2) front thigh pockets with flaps, one (1) left breast pocket and two (2) inside pockets. Pockets should be lined with cotton silesia or equivalent.
- 3.10.7 Sizes: Men's sizes should run 36R through 56R (even sizes only) and 38L through 46L (even sizes only). Women's sizes should run 4 through 24 (even sizes only).

3.10.8 Class: A

3.10.9 Reference: Hardwick 0769 (Men's) and 7769 (Women's) or equivalent.

3.11 Sweater, Cardigan with Embroidered Logo (Items 018 and 019):

3.11.1 General Description: Plain jersey on body, sleeves and front border with ribbed cuffs and skirt. Two (2) front pockets and five (5) button front.

3.11.2 Color: Dark Green or equivalent.

3.11.3 Blend: 100% acrylic knitted cloth, cuffs and skirts should contain spandex.

3.11.4 Sleeves: Sleeves shall be set-in and have a rib knit cuff

3.11.5 Front and Back: Front and back panels should be two (2)-piece construction or continuous with a rib knit sewn to the bottom of each panel with non-raveling edge.

3.11.6 Pockets: Hanging single welt pockets will be approximately 5" wide and 5-1/2" deep and lined with pocket material.

3.11.7 Sleeves and Cuffs: Sleeves should be one (1)-piece construction jersey knit except for cuffs which should be rib knit.

3.11.8 Buttons and Buttonholes: Buttons should be solid color two (2) hole or 30-line size. Buttonholes should be straight cut purl or whip type.

3.11.9 Insignia: Embroidered logo to be placed above the left breast pocket.

3.11.10 Sizes: Men's sizes should run S through XXXL. Women's sizes should run S through XXXL.

3.11.11 Class: B

3.11.12 Reference: S. F. Knitting Mills 1309GN (Men's) and 1306GN (Women's) or equivalent.

3.12 Sweater, V-Neck Sweater Vest with Embroidered Logo (Item 020):

3.12.1 General Description: Pullover sleeveless sweater vest.

3.12.2 Color: Dark Green or equivalent.

3.12.3 Blend: 100% acrylic knitted cloth, cuffs and skirts should contain spandex.

3.12.4 Front and Back: Front and back panels one (1)-piece jersey knit construction with rib knit continuous bottom.

3.12.5 Neckline Border: Continuous neckline border approximately 1" wide joined at the bottom of the "V". Neckline of the "V" to be approximately 7-1/2" for women's and 8-1/2" for men's to the top of the back of the neckline border to the border at the bottom of the "V".

3.12.6 Armholes: Armhole borders to be approximately 1" wide and joined at the bottom of the armhole.

3.12.7 Closing Seams: Shoulder seams should be reinforced with 1/2" wide black cotton tape or equivalent.

3.12.8 Insignia: Embroidered logo to be placed above the left breast pocket.

3.12.9 Sizes: Unisex sizes should run S through XXXL.

3.12.10 Class: B

3.12.11 Reference: S. F. Knitting Mills 1319GN or equivalent

3.13 Dress Shirt, Military Style, Dress or Semi-Dress, Short Sleeve (Items 021 and 022):

3.13.1 General Description: Military style, button down shirt with sewn in creases, banded collar, front placket, yoke back and two (2) breast pockets with scalloped pocket flaps.

3.13.2 Color: White.

3.13.3 Blend: 65% Polyester/ 35% Cotton.

3.13.4 Weight: Approximately 4.5 oz. per square yard.

3.13.5 Collar: Collar should have a 1-1/4" collar band with 3" collar points and permanent collar stay.

3.13.6 Front and Pockets: Front must have two (2) sewn in creases with pockets centered over the creases. The front center placket should close with six (6) buttons and one (1) at the collar. Note: Buttons and buttonholes are switched from left to right placket on women's shirt. Pockets should have mitered corners. Pockets may be pleated or plain, and should have flaps with a 1-1/2" pencil opening.

3.13.7 Sleeves: Sleeves should be one (1)-piece construction and should close at the underarm and set into the shoulders with a double needle safety stitch or comparable. They should have a 1" hem folded to the inside with the raw edge folded down and stitched. The bottom edge of the closing seam should be bartacked.

3.13.8 Back: Back of the shirt should have three (3) permanent creases beginning at the bottom of the yoke.

3.13.9 Cutting: Pockets, flaps and epaulets (if added to some shirts a later time) should be die cut for uniformity.

3.13.10 Darts (women's shirt): Women's shirts should include one (1) vertical dart beginning at the shoulder seam and finishing below each front pocket. Front darts should be centered on the pocket or pocket pleat. Two (2) vertical darts should be located on the back starting just below the shoulder seam. Comparable women's sizing design may be substituted (i.e. front and back creases to satisfy dart requirements).

3.13.11 Insignia: Department of Natural Resources (DNR) patch (to be provided by the state agency) should be sewn on the left sleeve centered (as worn) 2" below the top of the armhole seam. The patch vertical centerline should align with the shoulder seam within 3/16". Missouri State Parks patch should be centered and sewn 1/2" below the DNR patch.

3.13.12 Sizes: Men's sizes should run 14-1/2" through 21-1/2" neck size (half sizes). Women's sizes should run 4 through 24.

3.13.13 Class: A/B

3.13.14 Reference: Lion Apparel 0539WHV (Men's) and 7239WHSS (Women's) or equivalent.

3.14 Dress Shirt, Military Style, Dress or Semi-Dress, Long Sleeve (Items 023 and 024):

- 3.14.1 General Description: Military style, button down shirt with sewn in creases, banded collar, front placket, yoke back and two (2) breast pockets with scalloped pocket flaps.
- 3.14.2 Color: White.
- 3.14.3 Blend: 65% Polyester /35% Cotton.
- 3.14.4 Weight: Approximately 4.5 oz. per square yard.
- 3.14.5 Collar: Collar should have a 1-1/4" collar band with 3" collar points and permanent collar stay.
- 3.14.6 Front and Pockets: Front should have two (2) sewn in creases with pockets centered over the creases. The front center placket should close with six (6) buttons and one (1) at the collar. Note: Buttons and buttonholes are switched from left to right placket on women's shirt. Pockets should have mitered corners. Pockets may be pleated or plain, and should have flaps with a 1-1/2" pencil opening.
- 3.14.7 Sleeves: Sleeves should be one (1)-piece construction and should close at the underarm and set into the shoulders with a double needle safety stitch or comparable. They should terminate in a 2-1/2" wide cuff with two (2) or three (3) button design.
- 3.14.8 Back: Back of the shirt should have three (3) permanent creases beginning at the bottom of the yoke.
- 3.14.9 Cutting: Pockets, flaps and epaulets (if added to some shirts a later time) should be die cut for uniformity.
- 3.14.10 Darts (women's shirt): Women's shirts should include one (1) vertical dart beginning at the shoulder seam and finishing below each front pocket. Front darts should be centered on the pocket or pocket pleat. Two (2) vertical darts should be located on the back starting just below the shoulder seam. Comparable women's sizing design may be substituted (i.e. front and back creases to satisfy dart requirements).
- 3.14.11 Insignia: Department of Natural Resources (DNR) patch (to be provided by the state agency) should be sewn on the left sleeve centered (as worn) 2" below the top of the armhole seam. The patch vertical centerline should align with the shoulder seam within 3/16". Missouri State Parks patch should be centered and sewn 1/2" below the DNR patch.
- 3.14.12 Sizes: Men's sizes should run 14-1/2" through 21-1/2" neck size (half sizes) with 31" – 37" sleeve. Women's sizes should run 4 through 24.
- 3.14.13 Class: A/B
- 3.14.14 Reference: Lion Apparel 0239WHV (Men's) and 7239WHV (Women's) or equivalent.

3.15 Shirt, Casual, Denim, Short Sleeve (Item 025):

- 3.15.1 General Description: Casual brush twill shirt with short sleeves and with one (1) breast pocket without flap or button closure, button down collar.
- 3.15.2 Color: Dark Green or equivalent
- 3.15.3 Blend: 100% Cotton Twill, washable
- 3.15.4 Weight: Approximately 6.5 oz. per square yard

3.15.5 Front and Back: Double needle top stitched seams and yoke back.

3.15.6 Insignia: Embroidered Logo to be placed above breast pocket.

3.15.7 Sizes: Unisex S through 3XL

3.15.8 Class: B

3.15.9 Reference: Blue Generation 0510GN or equivalent.

3.16 Shirt, Casual Denim, Long Sleeve (Item 026):

3.16.1 General Description: Casual brush twill shirt, with long sleeves and with one (1) or two (2) breast pockets. Should have button closure(s) and may have flaps.

3.16.2 Color: Dark Green or equivalent.

3.16.3 Blend: 100% Cotton Twill, Washable.

3.16.4 Weight: Approximately 6.0 oz. per square yard.

3.16.5 Front and Back: Full placket seven button front with button down collar, double needle top stitched seams, true neck band, drop lap shoulder seam and yoked back.

3.16.6 Pockets: Single or double breast patch pockets with double row stitching. Pockets should have button closures and may have flaps. If flaps, left pocket to have 1-1/2" pencil opening.

3.16.7 Sleeves: Sleeves should have two (2) -button adjustable cuffs with a button on the sleeve placket.

3.16.8 Insignia: Embroidered Logo to be placed above breast pocket.

3.16.9 Sizes: Unisex sizes should run S through 3XL.

3.16.10 Class: B

3.16.11 Reference: Blue Generation 0210GN or equivalent.

3.17 Shirt, Casual, Polo (Item 027):

3.17.1 General Description: Casual polo with three (3) or four (4) button placket. Rib knit welt and trim. Top stitched shoulders and armholes. Hem shall be double needle-stitched. Pocket shall be on left breast.

3.17.2 Color: Dark Green or equivalent.

3.17.3 Blend: 100% Cotton knit (loose weave, pique knit or combed cotton, interlock).

3.17.4 Weight: Approximately 7 oz. Per square yard.

3.17.5 Insignia: Embroidered Logo to be placed on left breast over pocket.

3.17.6 Sizes: Unisex sizes should run S through 2XL.

3.17.7 Class: B

3.17.8 Reference: Pine Island 0676GN or equivalent.

3.18 Shirt, Work, Short Sleeve (Items 028 and 029):

- 3.18.1 General Description: Traditional work shirt with placket front, two (2) mitered breast pockets with flaps and seven (7)-button front.
- 3.18.2 Color: Khaki or equivalent.
- 3.18.3 Blend: 65% Polyester/35% Cotton Twill
- 3.18.4 Weight: 3X1 left hand twill, poly/cotton blend – approximately 5.5 oz. per square yard.
- 3.18.5 Reference Size: All dimensions are based on a size LM.
- 3.18.6 Collar: Collar should be banded with 3” collar points and a 1-3/8” stand. The collar should be interlined with polyester and should have 2-1/2” fused or sewn-in collar stays. The collar should be topstitched and 1/4” gauge.
- 3.18.7 Front: The front should have a center front placket finish, center placket to be interlined. Seven (7) vertical buttonholes should be located on the left placket. The right front should be folded under to provide a button stay, which will hold the seven (7) buttons. Note: Buttons and buttonholes are switched from left to right placket on women’s shirt.
- 3.18.8 Pockets: Two (2) breast pockets should be die to cut to ensure uniformity. The pockets should be approximately 5-1/2” wide and 5-3/4” deep and should have mitered corners. Pockets should be topstitched 1/16” gage with triangle reinforcements in upper corners.
- 3.18.9 Pocket Flaps: Pocket flaps should cover the width of the pocket and be approximately 2” deep with mitered corners and a vertical buttonhole and corresponding button located approximately 1/4” from the bottom edge of the flap. The left flap should have a 1-1/2” pencil opening. Flaps will attach with single 1/16” gage stitching.
- 3.18.10 Sleeves: The sleeve hem should be turned to the inside with the raw edge folded under and topstitched.
- 3.18.11 Back and Bottom: The yoke should be a double thickness, one-piece construction and should be approximately 2-3/8” high at center and 2-1/2” high at sides. The bottom edge of the shirt should be turned up to the inside with the raw edge folded under and topstitched 1/16” gage.
- 3.18.12 Insignia: Department of Natural Resources (DNR) patch (to be provided by the state agency) should be sewn on the left sleeve centered (as worn) 2” below the top of the armhole seam. The patch vertical centerline should align with the shoulder seam within 3/16”. Missouri State Parks patch should be centered and sewn 1/2” below the DNR patch.
- 3.18.13 Sizes: Men’s sizes should run S (14” to 14-1/2” neck) through XXXXXL (21” to 21-1/2” neck). Women’s sizes should run 4 though 28 (even sizes).
- 3.18.14 Class: C
- 3.18.15 Reference: Lion Apparel 0505 (Men’s) and 7392 (Women’s) or equivalent.

3.19 Shirt, Work, Long Sleeve (Items 030 and 031):

- 3.19.1 General Description: Traditional work shirt with placket front, two (2) mitered breast pockets with flaps and seven (7)-button front.
- 3.19.2 Color: Khaki or equivalent.

- 3.19.3 Blend: 65% Polyester/35% Cotton Twill.
- 3.19.4 Weight: 3X1 left hand twill poly/cotton blend – approximately 5.5 oz. per square yard.
- 3.19.5 Reference Size: All dimensions are based on a size LM.
- 3.19.6 Collar: Collar should be banded with 3” collar points and a 1-3/8” stand. The collar should be interlined with polyester and should have 2-1/2” fused or sewn-in collar stays. The collar should be topstitched and 1/4” gauge.
- 3.19.7 Front: The front should have a center front placket finish, center placket to be interlined. Seven (7) vertical buttonholes should be located on the left placket. The right front should be folded under to provide a button stay, which will hold the seven (7) buttons. Note: Buttons and buttonholes are switched from left to right placket on women’s shirt.
- 3.19.8 Pockets: Two (2) breast pockets should be die to cut to ensure uniformity. The pockets should be approximately 5-1/2” wide and 5-3/4” deep and should have mitered corners. Pockets should be topstitched 1/16” gage with triangle reinforcements in upper corners.
- 3.19.9 Pocket Flaps: Pocket flaps should cover the width of the pocket and be approximately 2” deep with mitered corners and a vertical buttonhole and corresponding button located approximately 1/4” from the bottom edge of the flap. The left flap should have a 1-1/2” pencil opening. Flaps will attach with single 1/16” gage stitching.
- 3.19.10 Sleeves and Cuffs: Sleeves should be one piece with a pointed placket. Sleeve cuffs should be 2-3/4” wide and topstitched 1/4” gage. A buttonhole should be centered on the top of the cuff approximately 1/2” from the edge. Two (2) horizontal buttons on the bottom cuff should be 1” apart located to correspond to the buttonholes.
- 3.19.11 Back and Bottom: The yoke should be a double thickness, one (1)-piece construction and should be approximately 2-3/8” high at center and 2-1/2” high at sides. The bottom edge of the shirt should be turned up to the inside with the raw edge folded under and topstitched 1/16” gage.
- 3.19.12 Insignia: Department of Natural Resources (DNR) patch (to be provided by the state agency) should be sewn on the left sleeve centered (as worn) 2” below the top of the armhole seam. The patch vertical centerline should align with the shoulder seam within 3/16”. Missouri State Parks patch should be centered and sewn 1/2” below the DNR patch.
- 3.19.13 Sizes: Men’s sizes should run S (14” to 14-1/2” neck) through XXXXXL (21” to 21-1/2” neck). Women’s sizes should run 4 through 28 (even sizes).
- 3.19.14 Class: C
- 3.19.15 Reference: Lion Apparel 0205 (Men’s) and 7402 (Women’s) or equivalent.

3.20 T-Shirt (Item 032):

- 3.20.1 General Description: T-shirt with hemmed sleeves, rib knit neckline and a left breast pocket.
- 3.20.2 Color: Tan or equivalent.
- 3.20.3 Blend: 100% Preshrunk Cotton knit, approximately 5.6 – 6.1 oz.
- 3.20.4 Body: One (1)-piece tubular knit.
- 3.20.5 Shoulder: Shoulder seams should be reinforced for durability and comfort.

- 3.20.6 Sleeves: Sleeves should be one (1) -piece construction, should close at the underarm, and be set in.
- 3.20.7 Pocket: Pocket will be patch type topstitched over left breast.
- 3.20.8 Hem: 1" hem should be stitched around the bottom of the shirt. The fabric should be serged.
- 3.20.9 Insignia: Silk-screened logo over breast pocket.
- 3.20.10 Sizes: Sizes should run Unisex M through XXXXL.
- 3.20.11 Class: C
- 3.20.12 Reference: Dickies 0626TNMO or equivalent.

3.21 Tie, Men's Dress (Item 033):

- 3.21.1 General Description: Clip-on men's dress tie.
- 3.21.2 Color: Dark Green w/ contrasting khaki and rust stripes or equivalent.
- 3.21.3 Blend: 100% Polyester with acrylic interlinings.
- 3.21.4 Sizes: Men's sizes should run Short (14-1/2"), Regular (18") and Long (20").
- 3.21.5 Class: A
- 3.21.6 Reference: S. Broome 9233CO or equivalent.

3.22 Tie, Women's Dress (Item 034):

- 3.22.1 General Description: Crossover.
- 3.22.2 Color: Dark Green w/ contrasting khaki and rust stripes or equivalent.
- 3.22.3 Blend: 100% Polyester with acrylic interlinings.
- 3.22.4 Sizes: Women's sizes should have a self-adjusting collar band.
- 3.22.5 Class: A
- 3.22.6 Reference: S. Broome 9233CR or equivalent.

3.23 Tie, Men's Dress, Four (4)-in hand (Item 035):

- 3.23.1 Blend: 100% Polyester with acrylic interlinings.
- 3.23.2 Class: A
- 3.23.3 Reference: S. Broome 9233FH or equivalent.

3.24 Tie Tack (Item 036):

- 3.24.1 General Description: Round cloisonné Missouri State seal tie tack. A seal can be seen on the State of Missouri State Government web site at www.state.mo.us.
- 3.24.2 Color: Plated gold with blue and white enamel (additional colors may be required for logo).

- 3.24.3 Design: Round Missouri State seal, approximately 1/2" diameter.
- 3.24.4 Manufacturing: Design should be stamped into copper, colored by firing glass-based enamel, then finished and polished. A thin metal line should separate each color.
- 3.24.5 Closure: Round clutch back with chain and bar.
- 3.24.6 Class: A
- 3.24.7 Reference: Graphics Industries 8140 or equivalent.

3.25 Belt, Dress or Semi-Dress (Item 037):

- 3.25.1 General Description: Braided or patterned leather dress belt with brass buckle and leather belt loop/keeper.
- 3.25.2 Color: Brown or equivalent.
- 3.25.3 Width: 1" wide.
- 3.25.4 Material and Weight: Top grain tanned cowhide, approximately 9 –10 oz.
- 3.25.5 Hardware: Solid brass harness style.
- 3.25.6 Sizes: Sizes should run Unisex 24 through 54 (even sizes only).
- 3.25.7 Class: A/B
- 3.25.8 Reference: American Belt FS721A or equivalent.

3.26 Garrison Leather Belt (item 038):

- 3.26.1 Garrison Belt, 1-1/2" wide, Velcro tipped, and no buckle. The belt shall be made with a minimum of 10 ounce, top grain, drum dyed black at the tannery, English bridle leather. The leather should be tanned in the U.S.A. from American hides.
- 3.26.2 The belt shall have a decorative edge crease on both sides.
- 3.26.3 The Velcro used, both hook and loop, shall be high cycle life pile. The hook portion shall be approximately eight inches in length for maximum adjustment.
- 3.26.4 All Velcro used shall be pressure sensitive. After placement on the belt, it is sewn using a lockstitch pattern. A minimum size of number 69 bonded nylon thread shall be used.
- 3.26.5 All cut edges shall be filled and coated with matching black edge filler.
- 3.26.6 Color: Brown or equivalent.
- 3.26.7 Class: C
- 3.26.8 Reference: Boston Leather 6530 or equivalent.

3.27 Name Tag, Metal Engraved (Item 039):

- 3.27.1 General Description: Metal engraved nameplate for dress and semi-dress use.

- 3.27.2 Construction: Brass or comparable, 1.50 thickness, die struck. Design may include beveled or polished edge or border.
- 3.27.3 Color: Brushed gold with black lettering.
- 3.27.4 Size: Approximately 1" X 3".
- 3.27.5 Engraving: Plate to include employee name and second line identifying an authorized unit name. Plate should accommodate at least 26 letters in two (2) lines.
- 3.27.6 Closure: Two (2) pin and butterfly clutch grippers (e.g., No. 56 ballou grippers).
- 3.27.7 Class: A/B
- 3.27.8 Reference: Reeves FS600 or equivalent.

3.28 Three (3) Seasons Jacket (Items 040 and 041):

- 3.28.1 General Description: A three (3) seasons jacket with a nylon outer shell and polyester fleece lining. The jacket has front hand warmer pockets, an inside pocket, and knitted cuffs and waistband.
- 3.28.2 Color: Dark Green for the exterior and the interior shall be Black.
- 3.28.3 Blend: 100% Nylon shell, 100% Polyester fleece lining.
- 3.28.4 Collar: The collar shall be shell fabric and the liner shall be fleece.
- 3.28.5 Front: The front edge of shell and lining shall be turned under 3/8" and topstitched 1/4", catching in the zipper tape. A full-length weather flap shall finish 1-3/8" wide and shall be caught between the zipper tape and lining. The bottom of the zipper tape shall be bartacked.
- 3.28.6 Pockets: The outside front shall have two (2) slash hand warmer pockets with zipper closure. One (1) zippered pocket shall be located inside the left front.
- 3.28.7 Back: The back shall be plain, one-piece construction.
- 3.28.8 Sleeves: The sleeves shall be plain, one (1)-piece construction. They shall be lined with nylon taffeta. The cuff shall be acrylic knit caught between the shell and the lining fabric.
- 3.28.9 Lining: The jacket shall be fully lined with fleece, except for the sleeves.
- 3.28.10 Bottom: The bottom shall finish with a 2-1/2" waistband. The waistband ends shall be the shell fabric and a 3" high strip of acrylic knit shall run between the two (2) shell ends to form the waistband.
- 3.28.11 Labels: Identification, size and care labels shall be sewn to the lining at the center top back.
- 3.28.12 Insignia: Department of Natural Resources (DNR) patch (to be provided by the state agency) should be sewn on the left sleeve centered (as worn) 2" below the top of the armhole seam. The patch vertical centerline should align with the shoulder seam within 3/16". Missouri State Parks patch should be centered and sewn 1/2" below the DNR patch.
- 3.28.13 Sizes: Men's Sizes should run Small through 2XL Reg. and Medium through 2XL Long. No special sizing available. Women's Sizes should run XS through XL Regular. No special sizing available.

3.28.14 Class: B/C

3.28.15 Reference: Lion Apparel FS372 (Men's) and FS373 (Women's) or equivalent.

3.29 Work Jacket & Liner (Items 042 and 043):

3.29.1 General Description: Traditional waist length twill work jacket with zippered liner. May be windbreaker style with a two (2)-way front zipper closure.

3.29.2 Color: Dark Green (jacket), Black (liner), or equivalent.

3.29.3 Blend: Jacket – 65% Polyester/35% Cotton, or 80% Dacron polyester / 20% Cotton Liner – 100% nylon taffeta w/ 100% quilted polyester fiberfill or Thinsulate insulation.

3.29.4 Weight: Approximately 7.5 oz. per square yard, 2X1 twill.

3.29.5 Jacket Construction: Side seams to be joined by a chain stitch, serged and overlocked. Heavy-duty brass zipper for front closure and may include two (2) back shoulder pleats for ease of movement. The inside facing of the jacket should extend from the bottom of the jacket continuously around the neck to the bottom of the other side in such a manner as to furnish sufficient curtain whereby a zip-in liner can be attached. Jacket shall have an inside zipper track for attaching a removable liner. Back yoke with set-in sleeves. Washable.

3.29.6 Pockets: Two (2) front hand-warmer pockets, two (2) front patch storage pockets (preferably with flaps) and at least one (1) inside pocket. Breast patch pockets to be mitered and lined with non-woven interlining. Pockets should be attached with single stitching leaving at least a 1/4" welt along the edging. Top of pockets should be bartacked. There should be a sewn buttonhole in the center of each flap to accommodate a button. Left breast pocket shall have 1/2" pencil opening.

3.29.7 Sleeve: The cuffs should be pointed with two (2) buttons for cuff adjustment.

3.29.8 Collar: The collar should have 1/4" topstitching lined with interlining.

3.29.9 Liner Construction: Should be straight and whole void of darts, pleats and yokes. Front to have a non-corrosive metal zipper for attaching to the jacket. Armhole, side seams and shoulder seams should be safety stitched to finish and front, neck and hem should be single needle stitched with a double folded bias tape. Sleeves should be straight and whole with folded wristlet cuffs. There should be one (1) inside pocket.

3.29.10 Insignia for the jacket only: Department of Natural Resources (DNR) patch (to be provided by the state agency) should be sewn on the left sleeve centered (as worn) 2" below the top of the armhole seam. The patch vertical centerline should align with the shoulder seam within 3/16". Missouri State Parks patch should be centered and sewn 1/2" below the DNR patch.

3.29.11 Sizes: Sizes should be Unisex S through XXL.

3.29.12 Class: B/C

3.29.13 Reference: Berne Manufacturing SA710 (jacket), 0790 (liner), or equivalent.

3.30 Coveralls, Warm Season (Item 044):

3.30.1 General Description: Summer weight long sleeve coverall.

3.30.2 Color: Dark Green or equivalent.

- 3.30.3 Blend: 100% Cotton Twill.
- 3.30.4 Weight: Approximately 8.0 oz. per square yard, right hand twill.
- 3.30.5 Construction: Long sleeve coverall with front zipper closure, one (1)-piece collar, two (2) breast pockets, side opening for trouser access and/or two (2) hip pockets (allowing side trouser access), and two (2) spade rear pockets. The back should be one (1)-piece construction above the waistline. Seat seam should be constructed with a full fell seam. Upper and lower panels should be joined at the waist. Sleeves should be one (1)-piece style. Cuffs to be turned and topstitched. Two (2) male snaps should be located on the lower vent edge with female snaps on the top vent in a corresponding location. There should be bartacks on tops and bottoms of front zipper tapes, fly curve and pocket ends.
- 3.30.6 Insignia: Department of Natural Resources (DNR) patch (to be provided by the state agency) should be sewn on the left sleeve centered (as worn) 2" below the top of the armhole seam. The patch vertical centerline should align with the shoulder seam within 3/16". Missouri State Parks patch should be centered and sewn 1/2" below the DNR patch.
- 3.30.7 Sizes: Sizes should run Unisex Regular: S through XXL and Long: M through XXL.
- 3.30.8 Class: C
- 3.30.9 Reference: Berne Manufacturing SA500 or equivalent.

3.31 Sweatshirt-unlined (Item 045):

- 3.31.1 General Description: A full zip sweatshirt with an attached hood.
- 3.31.2 Color: Dark Green or equivalent
- 3.31.3 Sleeves: Sleeves shall be set-in and have a rib knit cuff
- 3.31.4 Material: 50% Polyester/50% Cotton, washable
- 3.31.5 Front: The front of the sweatshirt shall have a full separating zipper. There shall be Muff style front pockets either side of the zipper opening.
- 3.31.6 Hood: There shall be an attached hood with a drawstring closure.
- 3.31.7 Insignia: The Missouri Parks logo shall be silk-screened on the left chest in a cream color.
- 3.31.8 Sizes: Stock sizes: Small and Medium
- 3.31.9 Class: C
- 3.31.10 Reference: Russell Athletic 1267MOSMor equivalent.

3.32 Sweatshirt-lined (Item 046):

- 3.32.1 General Description: Hooded cool season sweatshirt with zippered front and side slash pockets.
- 3.32.2 Color: Dark Green or equivalent.
- 3.32.3 Blend: 70% Cotton/30% Polyester, Reverse weave.

- 3.32.4 Weight: approximately 14 oz. per square yard.
- 3.32.5 Construction: Sweatshirt should have full-zip front, fully lined hand-warmer pockets and two (2)-piece hood with cotton drawstring.
- 3.32.6 Insignia: The Missouri Parks logo shall be silk-screened on the left chest in a cream color.
- 3.32.7 Sizes: Sizes should run Unisex L through XXXL.
- 3.32.8 Class: C
- 3.32.9 Reference: Lee 1267GNMO or equivalent.

3.33 Hat, Ball Cap, Mesh with Embroidery (Item 047):

- 3.33.1 General Description: Mesh baseball style cap with twill front and mesh back.
- 3.33.2 Color: Dark Green or equivalent.
- 3.33.3 Material: 65% Polyester/35% Cotton Twill.
- 3.33.4 Top: Laminated twill brim and front with nylon mesh back and sides.
- 3.33.5 Insignia: Embroidered logo to be on face of cap.
- 3.33.6 Sizes: Sizes should run unisex – Adjustable back tabs S through XL (sizes may be grouped, i.e., S/M, M/L, L/XL).
- 3.33.7 Class: C
- 3.33.8 Reference: Legend 0029MO or equivalent.

3.34 Hat, Ball Cap, Cool Season with Embroidery (Item 048):

- 3.34.1 General Description: Enclosed baseball style cap with twill front, sides and back for cool season wear.
- 3.34.2 Color: Dark Green or equivalent.
- 3.34.3 Material: 65% Polyester/35% Cotton Twill.
- 3.34.4 Top: Laminated twill brim and front with twill sides and back.
- 3.34.5 Insignia: Embroidered logo to be on face of cap.
- 3.34.6 Sizes: Sizes should be unisex – Adjustable back tabs S through XL (sizes may be grouped, i.e., S/M, M/L, L/XL).
- 3.34.7 Class: C
- 3.34.8 Reference: Legend 0033MO or equivalent.

4. GENERAL PERFORMANCE REQUIREMENTS

4.1 Uniform and Processing Requirements:

- 4.1.1 The contractor must have the ability to combine product categories, styles and colors to meet the state agency's functional and image-oriented needs, provide program support designed to promote staff awareness and participation in the uniform program, and establish effective systems for complete program management.
- 4.1.2 The contractor shall have knowledge of the raw materials and uniform trends. The contractor's services must be able to access a wide variety of products. This should include purchases of items from multiple resources to satisfy program needs to assure a continuous and consistent supply. The contractor must be able to manage stock and sourcing to ensure that the state agency's needs are satisfied in a consistent and timely manner. The contractor must assist the state agency at no additional cost in developing a program for recycling uniforms (previously used uniforms are stored and distributed through the state agency's central warehouse), if so required by the state agency.
- 4.1.3 The contractor must be able to provide quick turn around time and speed in delivery and offer several shipping options to designated work locations. The contractor must be able to offer basic services to provide timely post-pick modifications for image and functional enhancements (i.e., hemming, patch installation, embroidery, silk screening).
- 4.1.4 The contractor must be able to provide control services that include program tracking and reporting. The contractor must also have the ability to manage sub-accounts to the individual employee level including all financial elements to the satisfaction of agency needs.
- 4.1.5 The contractor must be able to:
 - a. assure that all garments are manufactured in accordance with the specifications herein and with general and garment-specific specifications as agreed to by the state agency;
 - b. provide for the manufacture of all sizes specified herein including sizes not identified within the size ranges of the specifications, hereafter called "nonstandard sizes." Nonstandard sizes also refer to the manufacture of special cuts for uniforms requiring unusual measurements and/or disabilities. These uniforms shall be handled on a case-by-case basis in a timely fashion evaluating the employee's individual needs;
 - c. assure all garments have a label permanently affixed to the garment giving the size, fiber content, and brand. All garments must have a care label with specific laundering and/or dry cleaning instructions permanently attached; and,
 - d. see that specific size information is furnished on individual order forms or the contractor shall have the option to measure employees as necessary.

4.2 Uniform Categories:

- 4.2.1 The contractor shall understand and agree to the operative philosophy expressed herein. The state agency has established policies and procedures for the uniform program based on program goals and uniform categories. In general, uniform procedures set service-wide standards that are intentionally broad and offer a wide range of options, permitting supervisors to meet individual park needs or the demands of unique work assignments. The state agency has established three (3) classes of uniforms as the basis for the program as follows:
 - a. **Class A/Dress:** This uniform is the most formal of the three (3) uniform classes. It symbolizes Missouri state parks to the general public, other agencies and business associates in a formal or executive setting. Personnel in formal public contact situations usually wear the Class A Dress Uniform; coat and tie, or woman business suit is appropriate. Executive staff members and facility heads most often wear this uniform. Tour and informational staff working in formal settings (e.g., State Museum tour guides) may also wear it.
 - b. **Class B/Semi-Dress:** This is a less formal set of apparel items designed to allow some choice or mixing of uniform pieces to meet demands of varying daily activities and weather conditions. In general, this is the uniform worn by the majority of management staff on a

day-to-day basis and intended for a wide range of supervisory, professional, clerical, and seasonal public contact staff. Most personnel with the Class A Dress Uniform designation will also be designated for the Class B Uniform. Portions of the Class A and Class C uniform can be worn with items in this category. The contractor should provide one (1) consistent color for the Class B shirts (i.e. the denim shirt is a teal color and the polo shirt is also a teal color). This allows the state agency to sustain a degree of uniformity to the uniform's look since state employees wear a variety of Class B shirt styles.

- c. **Class C/Work:** This is the least formal of the three (3) uniform classes designed to identify staff as state park employees working in a labor setting. The work uniform is used by any employee whose duties are such that their clothing is subject to more frequent soiling, greater abrasion or safety considerations. It is generally prescribed for maintenance and construction employees with the consideration they may be viewed by or come in contact with park or historic site visitors on a recurring basis or may be called on for information or assistance.

4.3 Cuts for Female and Maternity Ware:

- 4.3.1 Female cuts for individual items included in the contract shall be available as identified in the specifications or as agreed upon by the state agency and the contractor.
- 4.3.2 Although maternity items are not specifically identified as individual items within the item list, the contractor must ensure these types of items are available as needed by the state agency. Maternity items may be alterations to existing uniform designs, stock items or entirely new solutions.

4.4 Patches, Embroidery, and Silk Screening:

- 4.4.1 Embroidery and silk screening designs must be consistent with the design of the current state agency logo patch (see Attachment 3).
- 4.4.2 The Department of Natural Resources/Division of State Parks patch shall be sewn on the left sleeve of all shirts (exception is T-shirts), jackets, and winter coats. The state agency's patch shall be sewn on front center of caps. The state agency shall furnish these patches. The contractor shall notify the state agency's uniform contract administrator when the patch inventory is less than 500.
- 4.4.3 Some designs and clothing may require other embroidered logos or relevant information (i.e., division or employee name). The contractor shall be required to work with the state agency to address these needs and services as agreed.

4.5 Production Planning, Inventory, and Distribution Services:

- 4.5.1 The contractor shall ensure that stock purchases, production scheduling and sourced items are done efficiently so that the state agency's uniform inventory is available in the correct quantities and sizes when they are needed; even in consideration of low volume ordering by individual facilities or programs and specialty ordering for female employees or sizes not normally stocked. This will also require that the contractor supply sizing services so that each employee is ensured consistent, comfortable and attractive uniform products. The service shall include receiving, storing, processing and shipping both large and small orders.
- 4.5.2 The contractor shall establish and maintain an inventory management capability for the state agency, which will provide for filling uniform orders for a desired delivery of three (3) working days of receipt of order for common sizes and a desired delivery of thirty (30) calendar days for non-common sizes. Delivery of items should be within ten (10) working days from the date the order is placed for manufactured items and twenty (20) working days for sourced items (individually sourced items may require slightly more time for delivery as agree to in advance by the state agency). The contractor shall maintain proper inventory levels for all stock uniform components based on information provided by the state agency and the contractor's experience.

- 4.5.3 The contractor shall establish and maintain a distribution process for packaging and shipping individual uniform orders to all of the state agency's facilities. Each order shall be individually wrapped with copies of shipping advice and packing lists accompanying the order. The packing list shall indicate, at a minimum, the contractor's order number, the facility, description, quantity and size of components shipped, back orders identified if applicable, and the employee's name(s) and identification number(s). All orders shall be shipped only to a state agency facility, district or program office as provided by the state agency.

4.6 Order Processing Services:

- 4.6.1 The contractor shall supply order processing service that is timely, effective and customer friendly. These services should be designed to provide an audit trail for all orders received and processed. Ordering systems should include mail-in ordering, fax ordering, toll-free ordering and on-line ordering and services (if available). A processing inquiry service should be available for order entry, order status, uniform allotment file management, components, catalogs, order forms, and all details necessary to assist any employee in the placement of an order.
- a. If e-commerce rebates and discounts are available, they should be assessed on a monthly basis. The contractor shall send the State of Missouri (not individual end users) a rebate check for payment as directed by the State of Missouri. This check must be accompanied by an electronic report (e.g. CD-ROM), and hardcopy printout, showing a detailed calculation of how the amount of the rebate check was determined.
- 4.6.2 The contractor shall establish and maintain an automated ordering system for the state agency. This system shall include, but not be limited to, a toll-free telephone ordering system; order forms (see Attachment 2 for an order form example); color illustrated catalogs (see Attachment 1 for a catalog example); flyers; instructions to employees on the ordering process; measuring procedures; evaluation cards; procedures for returns, exchanges, refunds, and credits. The catalog and flyer are an employee's primary contact with the contractor and should be attractive and useful publications. Language, photographs, and/or drawings in all publications should be nondiscriminatory and represent a multi-cultural organization.
- 4.6.3 In addition to individual employee allotments, a facility or program may make unit purchases for miscellaneous use. These orders are most often generated for specialty crews and seasonal staff. The facility or program may place this type of order by using the appropriate facility tracking and purchasing code numbers.

4.7 Alteration Services:

- 4.7.1 The contractor shall provide alteration service including hemming and the routine process of cutting-to-length and/or folding bottom edges and stitching in accordance with specific agency specifications given at the time of alteration to reproduce overall requested length for all skirts, pants, slacks and jeans and other minor operations. Orders requiring alternations shall take no more than ten (10) working days from receipt of order to process. There shall be no additional charges for pre-shipment alterations. Special alterations such as letting out a waistline or shortening a sleeve length of a standard size item will be the responsibility of the employee.

4.8 Printed Material Services:

- 4.8.1 The contractor shall design, produce and distribute periodic brochures, order forms and sales promotion materials to assist the management and promotion of the state agency's uniform program. These materials shall be current and designed to "sell" image and task-related apparel items to employees and employee units based on the state agency's uniform policy, its applications and its authorizations. Printed material shall include information on all garments and identification systems, individual garment detail (features, benefits, available sizes) and measuring, ordering and pricing.

4.8.2 The primary ordering brochure shall be printed in color using a full-color process and shall achieve accurate color reproductions. If possible, pages shall be printed on post-consumer recycled paper using soy inks. The complete ordering brochure shall be provided to the state agency's uniform contract administrator for approval prior to publication. Within 60 days after notification of contract award, each uniformed employee should receive a copy plus 100 copies shall be sent to the state agency's uniform contract administrator. The brochure shall be revised, if necessary as determined by the state agency, prior to renewal of contract. At a minimum, the primary ordering brochure shall contain:

- Cover photo with DNR/DSP theme and logos
- Picture of each garment worn with other uniform garments
- Item name, fabric description, style characteristics and size table
- Complete male/female measuring information with front and back view illustrations of measurement locations
- Order/exchange instructions

4.8.3 The state agency shall be given an opportunity to provide assistance to the contractor to assure that uniform dress code regulations are adhered to during the photographic/modeling productions and that the brochures illustrates a multi-cultural organization.

4.9 Information, Tracking and Billing Services:

4.9.1 The contractor shall track, monitor and account for uniform purchases. This shall include an "allotment management system" that monitors and manages authorized expenditures by employee, facility or program using specific accounting codes. This system shall also validate uniform parts for employee orders based on the employee category (i.e. maintenance worker, manager, etc.) and uniform classes (i.e., Class A/Dress, Class B/Semi-dress, or Class C/Work). These services shall also include an invoicing system that is efficient and consistent with state agency procurement requirements and system reports to include periodic shipment reports (detail of shipments made to each employee in a specified accounting period) and accounting reports for the system as a whole, individual programs, facilities and employees.

4.9.2 The contractor shall establish and maintain accountability records for items shipped to and items returned by employees and the state agency's units in support of the inventory and billing process. In some instances, the contractor shall process billings (including cost of item, shipping, handling and appropriate taxes) that shall be paid by employees using personal funds; for example, items purchased at the discretion of an employee that has exceeded the annual allotment. The contractor shall develop and maintain an employee history file to include all ordering transactions from the allocated allotment and personal purchases for all uniformed employees for the life of the contract. This information must be available and provided to the state agency as requested.

4.9.3 The State of Missouri's fiscal year is July 1st through June 30th of the following calendar year. Certain procedures are required to close out the fiscal year. The contractor shall assist the state agency in developing a policy to manage the fiscal year transition. The state agency will work with the contractor to agree on an acceptable process. An example transition policy follows:

- a. All return requests must be made to the contractor for exchanges on like items by May 15th.
- b. All orders and exchanges received by the contractor prior to May 15th must be delivered by June 15th.
- c. All orders received by the contractor after May 15th may be shipped and billed in the next fiscal year (after July 1st). These orders may be processed using the new fiscal year's employee and allotment information as furnished to the contractor by the state agency. Information shall include employees identified by their work location and classification and a list of individual programs and facilities. Uniform allotments and billing codes should also be shown.

4.9.4 The contractor shall develop and maintain an automated reporting system for the state agency that provides at a minimum the following reports or comparable reporting products:

- a. ITEMS ORDERED REPORT - (or comparable). The State of Missouri's accounting system requires that state funds used for payment of any contract item be encumbered within the state's system prior to item delivery. As state agency staff will be ordering directly from the contractor, a weekly report is needed to identify the items ordered so they can be entered in the state's system and funds for payment can be encumbered in accordance with accounting procedures. This report shall include item numbers, item descriptions, item prices and the quantity ordered. It shall also include back ordered items. The report shall be delivered weekly to the division's contract administrator via electronic mail (i.e. file attachment) or other timely means. In exchange situations requiring a return and a new replacement order to occur, the state agency would expect cancellation of the original order or a credit to be issued depending upon timing. The new order would still be applied to the original state agency encumbrance document. In most instances, the state agency would expect to receive a credit on reports that follow and a new order billed that would cancel each other (as long as credits and replacement orders are included within a timely reporting manner).
- b. EMPLOYEE UNIFORM STATUS REPORT – (or comparable). Two (2) copies of this report shall be prepared and sent to the state agency's uniform contract administrator on a quarterly basis. The report shall include current data on individual uniformed employees and on unit orders to include: name, employee identification number, state agency's facility, district or program number, allotment amount allocated, amount of back orders, and current status of the account. Orders generated by facilities or programs shall have the same information except the name shall be the facility or program and the employee identification number shall be a number derived from the location code. Nothing would be displayed under the columns of the uniform categories. The report shall contain aggregate total for all calculable columns. The report shall be sorted alphabetically by program, district, facility and employee name with page breaks for new units.
- c. UNDELIVERED ORDER REPORT – (or comparable). This report and/or associated data file shall be sent to the state agency's uniform contract administrator upon request, but at least semi-annually on dates agreed upon by the contractor and the state agency (preferably December and June). This report shall include back order and unshipped order transaction history for the state agency as a whole. It may include each individual employee and unit order affected.
- d. LOT ACTIVITY REPORT – (or comparable). This report must identify by lot number each garment approved by the state agency for purchase under the contract and the specific number of items that have been ordered and shipped for the lot number. It shall sort by lot number, size, quantity ordered, quantity shipped, unit price total by lot number, current units on back order and year-to-date units back ordered. It should include totals for each lot number and grand totals. This report can be run for a period of time as needed (i.e., quarterly or year-to-date) to show status for the entire contract. This report and/or associated data file shall be sent to the state agency's uniform contract administrator.
- e. CONSOLIDATED UNIFORM ORDER REPORT -- (or comparable). At the end of the fiscal year, it is necessary to re-establish allowances for the new year for existing employees, programs and facilities. This report must support this effort. It will list each currently authorized employee, program and facility and the authorized allotment sorted alphabetically. The state agency shall be able to use this re-cap report as a guide in making necessary changes or deletions to current allotment records so that new fiscal year allotments can be established. The contractor may also use this as documentation for annual allotment authorizations. This report shall work in concert with the Uniform Authorization Report (as described in paragraph 4.19.1a). This report and/or associated data file shall be sent to the state agency's uniform contract administrator.

- 4.9.5 The contractor must develop and provide other professional quality reports similar to those required herein, as determined necessary by the state agency. All reports must be provided without additional cost to the state agency as requested. Reports shall be sent to:

Missouri Department of Natural Resources Division of State Parks
Attn: Russell Rottmann
1659 East Elm
P. O. Box 176
Jefferson City, Missouri 65102

4.10 Quality Assurance Services:

- 4.10.1 The contractor shall ensure that an ongoing evaluation system is in place to monitor raw material quality, product flaws (workmanship or color) and article effectiveness. This shall be done through independent laboratory tests of new fabrics vs. existing fabrics of proven performance, wear tests by state agency staff, value analysis of cost vs. expected use application and a comprehensive product inspection and audit program.
- 4.10.2 The contractor shall assure the establishment and maintenance of a quality control inspection program for all manufactured items upon arrival to the distribution center and prior to placing the items into inventory, and assure items not meeting specifications are not placed in inventory.

4.11 Substitutions:

- 4.11.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.
- 4.11.2 The state agency reserves the right to examine and approve color substitutions. Any color substitutions must retain the relationship of multiple use of certain items between uniform classes.
- 4.11.3 The state reserves the right to allow the contractor to substitute any new item(s) offered by the contractor on all unshipped and future orders if the specifications are equal to or greater than the originally contracted item(s) and if the prices are equal to or less than the current contract price. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.

4.12 Warranty and Return Services:

- 4.12.1 The contractor shall warrant that all products shipped shall be free from defects in material and workmanship or they shall be replaced.
- 4.12.2 The contractor shall supply Return/Exchange forms and warranty and care instructions with each shipment. Expected turnaround for exchanges shall be no more than three (3) working days from contractor's receipt of returned component.
- 4.12.3 The contractor shall establish and maintain a system for processing individual and unit orders to include returns, exchanges, refunds, and credits.
- a. The shipment of components returned because of damage upon receipt or components not meeting end-item specifications, or returned due to order processing errors shall be returned at contractor's expense with the contractor being responsible for pick up of returned packages. The contractor shall process the return based on the employee's request for exchange, credit to account, or refund (if personal funds involved) and the contractor shall bear the costs of the return shipment. Components returned due to errors made by the employee unit (such as ordering a wrong size) shall be returned at the state agency's expense to the contractor. An exception is when the employee has reached his/her allotment dollar

limit, in which case, the employee must pay for the return with personal funds. The contractor shall bear the costs for returning the component to the employee unit. Employees may not order several sizes of a component at one time to determine their best size. The state agency shall pay for components returned to the contractor from a unit order, and the contractor shall pay for all returns or exchanges back to the unit.

- b. The contractor shall process returns, exchanges, credits, or refunds within three (3) working days of contractor receipt of returned component. All back orders shall require notification to each individual or unit within 10 working days of placing the order with an expected delivery date. A refund is applicable only when an employee's order was paid for either partially or totally from personal funds. Refunds to the employee must be exact amount the employee personally expended, and the employee's account credited for amounts partially paid from the account.

4.13 Procedures for Returns:

- 4.13.1 The contractor shall develop a procedure for all returned items. For example, the procedure may include a form providing instructions on handling the return and a field to allow input of details concerning the reasons for the action. The types of information needed is shown in the following example:

- a. Employee/Unit Name and No.: Jane Doe, 500635761
Item Identification No.: FS300
Description: Field Slacks
Stock No.: WPL 13341
Order No.: OCO80978
Size ordered: 32 x 31
Reason for Return:

- Too large
- Too small
- Defective
- Wrong item sent
- Wrong item ordered
- Wrong inseam length
- Wrong sleeve length
- Other

- 4.13.2 The process should include provisions for the state agency to make specific comments concerning the item(s) showing item identification number and specific information if related to size and fit of a garment in addition to rating contractor's service.

4.14 Item Delivery:

- 4.14.1 In most instances, items ordered using state or personal funds will be delivered to the employee's place of work unless special considerations have been made due to unusual circumstances or working conditions.
- 4.14.2 The contractor shall deliver to the potential delivery locations listed in Attachment 4.

4.15 Billing and Invoicing:

- 4.15.1 Payment shall be made after delivery and acceptance of uniform components issued to employees. Invoice(s) should be submitted to the state agency's central office in duplicate on a monthly summary billing in sufficient detail to allow for processing. Invoice(s) should include copies of the packing slips or the appropriate packing slip information from all orders represented on the invoice. The state agency's programs and facilities will submit to the state agency's central office, the original packing slip signed as received immediately upon receipt of each

shipment. The packing slips from programs and facilities may act as receiving reports and matched with invoices for payment processing by the state agency's uniform contract administrator. Items purchased with personal funds shall require individual billing and invoicing separate from that prepared for items purchased with state funds. Fiscal year end billing procedures shall require the following:

- a. All orders for the end of the fiscal year are to be sent to the contractor by a determined date and the contractor shall have the final billing to the state agency's central office by a determined date. All billing involving state funds shall be sent to the central processing/billing location. This is to allow time to process final payment and set up next fiscal year's uniform allotment database. Payment shall be made up front involving all items purchased from the contract using personal funds.
- b. At the close of the fiscal year, all undelivered orders (non-invoiced orders) shall be reported to the state agency's uniform contract administrator. Billings/invoices for the prior fiscal year should be sent to the state agency's central office as shipment of orders resumes. They shall be separate from the current year billing/invoices.

4.16 Customer Service Representative:

- 4.16.1 The contractor must provide services to ensure timely and effective handling of incoming customer service inquiries. The customer service system shall include employee contact services and resources familiar with order entry, allowance management, apparel components, brochures, order forms and all details necessary to assist any employee inquiry. The contractor must have in place a customer service evaluation system to ensure high quality products and services. The contractor must identify an account manager to act as liaison with the state agency. This individual shall meet with the state agency's uniform contract administrator and ad hoc state agency uniform committees to discuss program improvements. The number of meetings should not exceed more than one per quarter.

4.17 Samples:

- 4.17.1 Within thirty (30) calendar days after contract award notification, the contractor shall furnish, at no additional charge to the state, pre-production samples of each awarded line item. Each pre-production sample must be properly tagged or labeled with the name of the contractor and product's manufacturer, the requisition number and the line item number. Patches, embroidery, and silk screening must be completed on appropriate garments according to item specifications.
- 4.17.2 These pre-production samples shall be used to verify product is in compliance with the workmanship, quality, dimensions, and material specifications as contracted.
- 4.17.3 The state agency shall retain these pre-production samples for the term of the contract for quality control verification of future shipments.

4.18 Accountability, Finance Allotment and Payment System:

- 4.18.1 The state agency shall establish a new uniform database at the beginning of each fiscal year. Upon completion of the database, the contractor shall be furnished a copy to establish employee accounts, and the employees are notified of their new fiscal year allotment so they may begin placing their uniform orders.
- 4.18.2 During the year, employees may transfer to other units, retire or resign, new employees are hired, and all of these examples cause changes to the uniform database; therefore, allotments may vary from one fiscal year to another but shall remain consistent throughout a fiscal year. The state agency's uniform contract administrator shall authorize changes to the uniform database by providing a monthly Uniform Authorization Report to the contractor. The contractor may add information in order to establish or maintain individual accounts, but shall not change or delete

any information generated by the state agency unless authorized through the Consolidated Uniform Ordering Report or Uniform Authorization Report.

4.19 Uniform Authorization Report, Order Processing and Use of Personal Funds:

4.19.1 The state agency will set an allotment amount for each employee based on employee classification, duties, and the program phase-in strategy. Additionally, each agency employee will have the ability to make personal purchases. In order to distinguish state orders from personal orders, each state employee shall be assigned separate account numbers for allotment funds and personal funds.

4.19.2 There are two (2) types of allotments, i.e. initial and replacement:

- a. An initial allotment enables an employee to purchase an initial set of uniform components; a replacement allotment enables employees to maintain their uniform from year to year. When employees are authorized an initial allotment at the time of employment, the following fiscal year, they shall receive an allotment amount set for ongoing maintenance of their uniform. The *Uniform Authorization Report and Consolidated Uniform Ordering Reports*, which the state agency will provide, are used to generate and maintain the allotment process. The reports will provide the appropriate data including employee's names, work locations, classifications, and uniform allotments and billing codes. The *Uniform Authorization Report* shall be sent by electronic file and/or hardcopy with updates intended to be processed expediently via electronic mail or telephone throughout the month. The *Consolidated Uniform Ordering Report* is to provide the state agency with a final historical review at the end of each fiscal year. The *Uniform Authorization Report* shall be prepared using the historical data from the *Consolidated Uniform Ordering Report* as the tool. The Consolidated Uniform Ordering Report shall be issued at the beginning of the new fiscal year and monthly thereafter.
- b. Employees may place orders with the contractor once their individual employment and allotment information have been reported to the contractor through the appropriate reports. Any order exceeding an employee's allotment must be paid with personal funds, unless prior approval has been given due to unusual circumstances. Employees may also choose to spend personal funds for certain discretionary items rather than using funds from their annual allotment. When personal funds are used, the state agency prefers the cost of any single item not be split between state and personal funds. Multiple items within a single order may be split between state and personal funds with appropriate documentation provided to allow proper billing, accounting and tracking of each item. The contractor must offer items purchased with personal funds at contract prices.

4.19.3 Uniform purchases are paid through a central uniform account but are tracked to the work location and employee levels. The contractor must keep track of purchases using allotment funds and personal funds and assure that the state agency is billed only for purchases appropriate for allotted amounts. The contractor must collect and account for all appropriate state and federal taxes for purchases made with personal funds.

5. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS

5.1 Preparation and Submission of Proposal:

5.1.1 Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

- Signed RFP Cover Page and any subsequent amendments
- Pricing Page
- Exhibit A – Offeror's References
- Exhibit B – Domestic Products Procurement Act (Buy American)

- Narrative on proposed method of performance: Product Design and Quality; Operational, Accounting & Planning Services; and Product Line Completeness & Compatibility & Offeror Experience

5.1.2 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

- 5.1.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposal as it relates to the evaluation. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. Unnecessary information should be excluded from the offeror's proposal.
- 5.1.4 Copies: The offeror's proposal should include an original document, plus three (3) copies for a total of four (4) documents.
- 5.1.5 Open Records: The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes). The offeror shall not submit their entire proposal as proprietary or confidential. Also, the offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above reference statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential within the offeror's proposal. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.
- 5.1.6 Compliance with Terms and Conditions: The offeror is cautioned when submitting pre-printed terms and conditions regarding proprietary information, copyright, usage restrictions, etc., to make sure such documents do not contain other terms and conditions which conflict with those of the RFP and its contractual requirements. The offeror agrees that in the event of conflict between any of the offeror's terms and conditions and those contained in the RFP, that the RFP shall govern. Taking exception to the State's terms and conditions may render an offeror's proposal non-responsive and remove it from consideration for award.
- a. Offerors are cautioned that the State of Missouri will not award a non-compliant proposal and, as a result, any offeror indicating non-compliance with any requirements, terms, conditions and provisions of the RFP will be eliminated from further consideration for award unless the State exercises its sole option to competitively negotiate the respective proposal(s) and the offeror resolves the noncompliant issues.

5.2 Business Compliance:

- 5.2.1 The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:
- Registration of business name (if applicable)
 - Certificate of authority to transact business/certificate of good standing (if applicable)
 - Taxes (e.g., city/county/state/federal)
 - State and local certifications (e.g., professions/occupations/activities)
 - Licenses and permits (e.g., city/county license, sales permits)
 - Insurance (e.g., worker's compensation/unemployment compensation)

5.3 Open Competition:

- 5.3.1 Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
- 5.3.2 The offeror may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the offeror must explain in detail how their product meets or exceed the specifications. Proposals, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

5.4 Proposal Detail Requirements and Deviations:

- 5.4.1 It is the offeror's responsibility to submit a proposal that meets all mandatory specifications stated herein. The offeror should clearly identify any and all deviations from both the mandatory and desirable specifications stated in the RFP. Any deviation from a mandatory requirement may render the proposal unacceptable. Any deviation from a desirable specification may be reviewed by the state as to its acceptability and impact on competition.
- 5.4.2 **Note:** A descriptive brochure of the model proposed may not be acceptable as clear identification of deviations from the written specification.
- 5.4.3 It shall be the offeror's responsibility to review the specifications of this RFP carefully. If the offeror has any concerns, comments, or questions about this RFP, the offeror should contact the buyer of record, as found on Page 1 herein, immediately and prior to the proposal opening date, also as found on Page 1 of this document.

5.5 American Made:

- 5.5.1 In accordance with the Domestic Product Procurement Act (hereinafter referred to as the Buy American Act) RSMo 34.350-34.359, the offeror is advised that any goods purchased or leased by any public agency shall be manufactured or produced in the United States.
- 5.5.2 The requirements of the Buy American Act shall not apply if other exceptions to the Buy American mandate in RSMo 34.353 are met.
- 5.5.3 If the offeror claims there is only one line of the good manufactured or produced in the United States, RSMo 34.353 (2), or that one of the exceptions of RSMo 34.353 (3) applies, the Executive Head of the Agency bears the burden of certification as required prior to the award of a contract.
- 5.5.4 In accordance with the Buy American Act, the offeror must provide proof of compliance with RSMo 34.353. Therefore the offeror should complete and return Exhibit B, certification regarding proof of compliance, with the proposal. This document must be satisfactorily completed prior to an award of a contract.
- 5.5.5 If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.

5.6 Samples:

- 5.6.1 The offeror may be required to submit samples prior to award at no additional cost to the State of Missouri. If notified, such samples should be received in the Division of Purchasing and Materials Management within seven (7) working days after notification.

5.7 Competitive Negotiation of Proposals:

5.7.1 The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.
- e. NOTE: The State intends to award a contract from this RFP without entering into competitive negotiations. Therefore offerors original submission should be submitted under the assumption that no competitive negotiations will be conducted. Consequentially, the offeror is strongly encouraged to resolve any potential compliance issues with the buyer prior to submitting their proposal.

5.8 Attachments:

5.8.1 The offeror is advised that four (4) attachments exist to this document which provide additional information. It shall be the sole responsibility of the offeror to download these attachments prior to submitting a proposal. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain a copy of these attachments.

5.9 Description of Product:

5.9.1 The offeror should present a detailed description of all equipment, products, and services proposed in the response to this RFP. It is the offeror's responsibility to make sure all products proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

5.10 Submission of Technical Specifications:

5.10.1 The offeror should submit complete technical specifications which fully describe all proposed items with the proposal. Failure to provide adequate information may result in rejection of the proposal.

5.11 Evaluation and Award:

5.11.1 After determining that a bid satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the proposals in accordance with the evaluation criteria stated below:

Cost	35%
Product Design, Completeness, Compatibility, and Quality.....	30%
Operational, Accounting & Planning Services.....	20%
Contractor Experience & Reliability.....	15%

- a. Cost will be assessed at 35 points. The lowest cost shall be determined by adding all line items to arrive at a grand total. The lowest grand total bid shall receive 35 points and all competitors shall receive their share based on a prorated formula.
- b. Product design, completeness, compatibility, and quality will be assessed at a maximum of 30 points.
- c. Operational, accounting and planning services will be assessed at a maximum of 20 points.
- d. Contractor experience and reliability will be assessed at a maximum of 15 points.

5.11.2 The four (4) weighted totals shall be combined to determine the lowest and best bidder.

5.11.3 Cost Evaluation: The evaluation shall cover the original contract period plus renewal periods. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.

5.11.4 Subjective Evaluation: The evaluation of the offeror's product design, completeness, compatibility, quality, operational, accounting, and planning services, and the offeror's proposed contractor experience and reliability shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

5.12 Offeror's Response to Evaluative Criteria:

5.12.1 Cost: The offeror must respond to the Pricing Pages herein with firm, fixed pricing. Unless otherwise stated herein, the state shall assume absolutely no other costs exist to satisfy the RFP's requirements. Therefore, the successful offeror shall be responsible for any additional costs.

5.12.2 Product Design, Completeness, Compatibility, and Quality: The offeror should fully describe their ability to provide the items required herein and acceptable designs using quality fabrics, hardware and construction techniques to satisfy the mandatory specifications provided within this RFP for each item. This should include but not be limited to fabric blends, weights and durability, stitching, reinforcement of stress points, linings, and durability, colors and usefulness of drawstrings, closures and hardware. The offeror should also fully describe their ability to provide operational design components such as pencil openings, pocket flaps and hoods. In addition, the offeror should provide the following information:

- a. The offeror may propose other color options for items as long as the ability for the use of these items between uniform classes is retained.
- b. The offeror should indicate their process for handling orders for female cuts of the items listed in this RFP.
- c. The offeror should indicate their process for handling orders for maternity alterations of the items listed in this RFP.
- d. The offeror should indicate their process for the production of patches, emblems, and screen-printing.
- e. The offeror should describe the compatibility of the product line and the various items ability to "mix and match" within the uniform classes.

- f. The offeror should describe the overall combinations of items and colors within the product line to produce an acceptable and consistent uniform appearance.
- 5.12.3 Operational, Accounting & Planning Services: The offeror should fully describe their ability to satisfy the service requirements of this RFP in an effective and efficient manner. This should include but not be limited to program information dissemination, ordering and distribution, warranties, returns and accounting, allotment, billing and tracking services. The offeror should also fully describe their ability to assist the state agency with various program planning and needs such as program adjustments and uniform design solutions. In addition, the offeror should provide the following information:
 - a. The offeror should describe how they propose to disseminate information (i.e. brochures, catalogs, pricing) to participating state employees.
 - b. The offeror should describe how orders, via either allotment, are to be placed by the employees and all available means to place orders (i.e. electronic ordering, sending purchase orders).
 - c. The offeror should describe their processing and inquiry service by which employees can track the status of their order.
 - d. The offeror should describe their procedures for returns.
 - e. The offeror should describe their procedures for employee allotments and how allotments will be monitored.
 - f. The offeror should describe their billing procedures.
- 5.12.4 Offeror Experience and Reliability: On Exhibit A, the offeror should provide a list of at least three (3) current customers who have acquired and installed the proposed item/service from the offeror. The list should include the following:
 - Company name
 - Contact name
 - Contact's title
 - City and state
 - Telephone number and area code
 - Description of items/services
 - Availability status if contact is requested by the evaluation team.
 - a. After an initial screening process, the offerors may be required to make an oral presentation of his/her proposal. At this presentation the offeror may also be required to provide samples of all items proposed, discuss services that shall be provided, discuss proposed product line, and the offeror's approach to the *CUP* program. Offerors may be allowed to present several variations of uniform style and color combinations to demonstrate the offeror's ability to address the state agency's design and operational needs.
 - b. In addition to the above, the offeror should provide the following information:
 - 1. A description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
 - 2. A description of the economic impact returned to the State of Missouri through tax revenue obligations.

3. A description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
4. If any products and/or services offered under this RFP are being manufactured or performed in locations outside the United States, the offeror **MUST** disclose such fact and provide details with the proposal.

PRICING PAGE

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>ESTIMATED ANNUAL QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
<i>The offeror shall conform to the following specifications contained herein:</i>				
001	C/S Code: 20085 <i>Uniforms</i> Trousers, Dress (poly/wool blend), Men's Brand/Model:_____	335	EA	\$_____
002	C/S Code: 20085 <i>Uniforms</i> Trousers, Dress (poly/wool blend), Woman's Brand/Model:_____	335	EA	\$_____
003	C/S Code: 20085 <i>Uniforms</i> Trousers, Semi-Dress (poly/cotton blend), Men's Brand/Model:_____	335	EA	\$_____
004	C/S Code: 20085 <i>Uniforms</i> Trousers, Semi-Dress (poly/cotton blend), Women's Brand/Model:_____	335	EA	\$_____
005	C/S Code: 20085 <i>Uniforms</i> Uniform Trousers, Unpleated, Men's Brand/Model:_____	2,095	EA	\$_____
006	C/S Code: 20085 <i>Uniforms</i> Uniform Trousers, Unpleated, Women's Brand/Model:_____	2,095	EA	\$_____
007	C/S Code: 20085 <i>Uniforms</i> Trousers, Work, Jean Style, Men's Brand/Model:_____	2,095	EA	\$_____
008	C/S Code: 20085 <i>Uniforms</i> Trousers, Work, Jean Style, Women's Brand/Model:_____	2,095	EA	\$_____

009	C/S Code: 20085 <i>Uniforms</i> Trousers, Casual or Work (twill, plain front) Men's Brand/Model:_____	1,219	EA	\$_____
010	C/S Code: 20085 <i>Uniforms</i> Trousers, Casual or Work (twill, plain front) Women's Brand/Model:_____	1,219	EA	\$_____
011	C/S Code: 20085 <i>Uniforms</i> Skirt, Dress (poly/wool blend) Brand/Model:_____	47	EA	\$_____
012	C/S Code: 20085 <i>Uniforms</i> Skirt, Semi-Dress (poly/cotton blend) Brand/Model:_____	118	EA	\$_____
013	C/S Code: 20085 <i>Uniforms</i> Shorts, Cotton, Khaki, Men's Brand/Model:_____	118	EA	\$_____
014	C/S Code: 20085 <i>Uniforms</i> Shorts, Cotton, Khaki, Women's Brand/Model:_____	118	EA	\$_____
015	C/S Code: 20085 <i>Uniforms</i> Shorts, Cargo, Cotton, Green, Unisex Brand/Model:_____	118	EA	\$_____
016	C/S Code: 20085 <i>Uniforms</i> Sport Jacket, Blazer Style, Men's Brand/Model:_____	148	EA	\$_____
017	C/S Code: 20085 <i>Uniforms</i> Sport Jacket, Blazer Style, Women's Brand/Model:_____	148	EA	\$_____

018	C/S Code: 20085 <i>Uniforms</i> Sweater, Cardigan with Embroidered Logo, Men's Brand/Model:_____	251	EA	\$_____
019	C/S Code: 20085 <i>Uniforms</i> Sweater, Cardigan with Embroidered Logo, Women's Brand/Model:_____	251	EA	\$_____
020	C/S Code: 20085 <i>Uniforms</i> Sweater, V-Neck, Vest with Embroidered Logo Brand/Model:_____	251	EA	\$_____
021	C/S Code: 20085 <i>Uniforms</i> Shirt, Military Style Dress or Semi-Dress, Short Sleeve, Men's Brand/Model:_____	620	EA	\$_____
022	C/S Code: 20085 <i>Uniforms</i> Shirt, Military Style Dress or Semi-Dress, Short Sleeve, Women's Brand/Model:_____	620	EA	\$_____
023	C/S Code: 20085 <i>Uniforms</i> Shirt, Military Style Dress or Semi-Dress, Long Sleeve, Men's Brand/Model:_____	615	EA	\$_____
024	C/S Code: 20085 <i>Uniforms</i> Shirt, Military Style Dress or Semi-Dress, Long Sleeve, Women's Brand/Model:_____	615	EA	\$_____
025	C/S Code: 20085 <i>Uniforms</i> Shirt, Casual, Denim, Short Sleeve Brand/Model:_____	585	EA	\$_____
026	C/S Code: 20085 <i>Uniforms</i> Shirt, Casual, Denim, Long Sleeve Brand/Model:_____	585	EA	\$_____

027	C/S Code: 20085 <i>Uniforms</i> Shirt, Casual, Polo Brand/Model:_____	390	EA	\$_____
028	C/S Code: 20085 <i>Uniforms</i> Shirt, Work, Short Sleeve, Men's Brand/Model:_____	1,600	EA	\$_____
029	C/S Code: 20085 <i>Uniforms</i> Shirt, Work, Short Sleeve, Women's Brand/Model:_____	1,600	EA	\$_____
030	C/S Code: 20085 <i>Uniforms</i> Shirt, Work, Long Sleeve, Men's Brand/Model:_____	1,500	EA	\$_____
031	C/S Code: 20085 <i>Uniforms</i> Shirt, Work, Long Sleeve, Women's Brand/Model:_____	1,500	EA	\$_____
032	C/S Code: 20085 <i>Uniforms</i> T-Shirt Brand/Model:_____	2,150	EA	\$_____
033	C/S Code: 20085 <i>Uniforms</i> Tie, Men's Dress Brand/Model:_____	210	EA	\$_____
034	C/S Code: 20085 <i>Uniforms</i> Tie, Women's Dress Brand/Model:_____	53	EA	\$_____
035	C/S Code: 20085 <i>Uniforms</i> Tie, Men's Dress, Four (4)-in hand Brand/Model:_____	210	EA	\$_____

036	C/S Code: 20085 <i>Uniforms</i> Tie Tack Brand/Model:_____	153	EA	\$_____
037	C/S Code: 20085 <i>Uniforms</i> Belt, Dress or Semi-Dress Brand/Model:_____	297	EA	\$_____
038	C/S Code: 20085 <i>Uniforms</i> Belt, Garrison Leather Brand/Model:_____	569	EA	\$_____
039	C/S Code: 20085 <i>Uniforms</i> Name Tag, Metal Engraved Brand/Model:_____	445	EA	\$_____
040	C/S Code: 20085 <i>Uniforms</i> Three (3) Seasons Jacket, Men's Brand/Model:_____	257	EA	\$_____
041	C/S Code: 20085 <i>Uniforms</i> Three (3) Seasons Jacket, Woman's Brand/Model:_____	257	EA	\$_____
042	C/S Code: 20085 <i>Uniforms</i> Work Jacket & Liner-jacket only Brand/Model:_____	370	EA	\$_____
043	C/S Code: 20085 <i>Uniforms</i> Work Jacket & Liner-liner only Brand/Model:_____	370	EA	\$_____
044	C/S Code: 20085 <i>Uniforms</i> Coveralls, Warm Season Brand/Model:_____	417	EA	\$_____

045	C/S Code: 20085 <i>Uniforms</i> Sweatshirt-unlined Brand/Model: _____	463	EA	\$ _____
046	C/S Code: 20085 <i>Uniforms</i> Sweatshirt-lined Brand/Model: _____	463	EA	\$ _____
047	C/S Code: 20085 <i>Uniforms</i> Hat, Ball Cap, Mesh with Embroidery Brand/Model: _____	1,275	EA	\$ _____
048	C/S Code: 20085 <i>Uniforms</i> Hat, Ball Cap, Cool Season with Embroidery Brand/Model: _____	825	EA	\$ _____

RENEWAL OPTIONS
(for line items 001-048)

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of three (3) additional years.

The bidder must indicate below the maximum allowable percentage of price increase or **guaranteed** minimum percentage of price decrease applicable to the renewal option years. If a percentage is not quoted (i.e. left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

All increases or decreases shall be calculated against the **ORIGINAL** contract price, NOT against the previous year's price. A CUMULATIVE CALCULATION SHALL NOT BE UTILIZED.

The percentages indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the State of Missouri.

NOTICE: **DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD.**

049	C/S Code: 20085 <i>Uniforms</i> First Renewal Option For Renewal Contract Period: 2005 through 2006 Renewal Option Percentage Price Adjustment Bidder Must Identify Increase or Decrease Increase: _____ Decrease: _____	1	PCNT	_____ %
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050 C/S Code: 20085 1 PCNT _____%
Uniforms
Second Renewal Option
For Renewal Contract Period: 2006 through 2007
Renewal Option Percentage Price Adjustment
Bidder Must Identify Increase or Decrease

Increase: _____ Decrease: _____

051 C/S Code: 20085 1 PCNT _____%
Uniforms
Third Renewal Option
For Renewal Contract Period: 2007 through 2008
Renewal Option Percentage Price Adjustment
Bidder Must Identify Increase or Decrease

Increase: _____ Decrease: _____

DELIVERY

The desired delivery is three (3) working days of receipt of order for common sizes and a desired delivery of 30 calendar days for non-common sizes. Delivery of items should be within 10 working days from the date the order is placed for manufactured items and 20 working days for sourced items (individually sourced items may require slightly more time for delivery as agree to in advance by the state agency). If offeror's delivery is different, the offeror should state delivery in days after receipt of order: _____ calendar days ARO.

EMPLOYEE BIDDING/CONFLICT OF INTEREST

Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror or any owner of the offeror's organization is currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information.

Name and title of state employee, General
 Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in offeror's
 organization held by state employee, General
 Assembly member or statewide elected official: _____%

MBE/WBE CERTIFICATION:

Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Equal Opportunity is required to be considered an eligible MBE/WBE in meeting participation goals. If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below. To obtain an application for certification, go to the OEO Internet website and download an application at <http://www.oa.mo.gov/oao/Application-profit.pdf> or contact the MBE/WBE Certification Program at 877-259-2963 or email heyern@mail.oa.state.mo.us.

_____ MBE _____ WBE _____ Both

EXHIBIT A
OFFEROR'S REFERENCES

Company Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

Description of Items/Services Furnished: _____

Availability status if contact is requested by the evaluation team: _____

Company Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

Description of Items/Services Furnished: _____

Availability status if contact is requested by the evaluation team: _____

Company Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

Description of Items/Services Furnished: _____

Availability status if contact is requested by the evaluation team: _____

**STATE OF MISSOURI -- OFFICE OF ADMINISTRATION
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICAN)**

EXHIBIT B

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all proposals with a value of \$25,000 or more, the goods or commodities purchased by any public agency or used or supplied in the construction, alteration, repair, or maintenance of any public works must be **manufactured or produced** in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the offeror must provide proof of compliance. **Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy American preference. In addition, Most Favored Nation status does not allow application of the preference.**

Section A – All Products Are Manufactured or Produced In U.S.

If all products proposed qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting proposal electronically, typed signature required).

COMPANY NAME

If Section A is completed, do not complete Section B.

Section B – Only One Product Line or No Products Are Manufactured or Produced In U.S.

If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting proposal electronically, typed signature required).

COMPANY NAME

Section C – Products May Qualify Because of Qualifying Treaty

If some or all products proposed qualify for domestic status because of a trade treaty, etc., then the offeror must identify each product, country and qualifying treaty, etc. below. The offeror must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

PROPOSAL ITEM NUMBER(S)	COUNTRY WHERE MANUFACTURED OR PRODUCED	QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION

SECTION C

I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor.

SIGNATURE (If submitting proposal electronically, typed signature required)

COMPANY NAME

NOTE: Any product not listed above in Section C will be considered non-domestic if Section A is not signed. If this form is not completed, signed, and returned, items proposed may not receive the domestic preference.

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in

detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Executive Orders 03-27 and 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.